



## Internet Access User 24 Month Agreement

In consideration of the covenants and agreements herein contained, Freedom-WiFi and Customer covenant and agree as follows:

1. **Services.** Freedom-WiFi shall provide to Customer a high-speed connection to the Internet for lawful uses via Freedom-WiFi's network and computer facilities, which shall be operated seven (7) days per week, twenty-four (24) hours per day (the "Services"), subject to temporary unavailability or interruptions due to service requirements, network maintenance, repair and modification, facility upgrades, acts or omissions outside of Freedom-WiFi's control and *force majeure*. The Services provided by Freedom-WiFi pursuant hereto are subject to all of the terms and conditions of this Agreement.

2. **Payment.** **ALL ACCOUNTS MUST BE ON REOCCURRING AUTOMATIC DEBIT OR CREDIT CARD PAYMENT OR THERE WILL BE A \$2.00 PER MONTH PROCESSING FEE ADDED TO THE MONTHLY SERVICE PRICE. (SEE ATTACHED AUTOMATIC CREDIT CARD BILLING FORM)** Customer shall pay Freedom-WiFi a one-time set-up charge upon execution of this Agreement as described in the attached Fee Schedule "A". **THIS SET-UP CHARGE SHALL BE NONREFUNDABLE UNDER ANY AND ALL CIRCUMSTANCES.** Thereafter, Customer shall pay Freedom-WiFi a monthly fee in accordance with the attached Fee Schedule "A". **THERE ARE NO REFUNDS FOR ANY PORTION OF AN UNUSED MONTHLY, QUARTERLY, SEMI-ANNUAL OR ANNUAL PAYMENT UPON CANCELLATION OR TERMINATION OF THE SERVICES BY EITHER PARTY FOR ANY REASON.** Freedom-WiFi shall not be responsible for the payment of any telephone equipment or service charges or taxes incurred by Customer in connection with Customer's utilization of the Services, which such expenses are, and shall remain, the sole liability and responsibility of Customer. Customer acknowledges, covenants and agrees that it shall pay all of Freedom-WiFi's attorneys fees, court costs and expenses of litigation if Freedom-WiFi incurs same in enforcing this Agreement or because Customer has failed to pay any amount due hereunder on or before the due date therefore, whether or not litigation is actually commenced. Any and all amounts not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, in addition to a five percent (5%) late charge for each month, or portion thereof, said amount remains unpaid. Customer authorizes and consents to Freedom-WiFi obtaining a credit report on Customer, and acknowledges that the acceptability to Freedom-WiFi of said credit report is a condition precedent to any of Freedom-WiFi's obligations arising under this Agreement.

3. **Term and Termination.** (a) The Term of this Agreement shall commence on the day and year first above written, and end on the date 24 months later. ("Term"); provided, however, that the Term of this Agreement (including any renewal Terms) shall automatically renew for additional periods of one (1) year unless either party gives written notice to the other party of their intention

to terminate this Agreement at least sixty (60) days prior to the end of the then-current Term. (b) Freedom-WiFi may terminate this Agreement and its obligation to provide Services pursuant hereto without notice to Customer upon: (i) Customer's failure to pay any amounts due and owing pursuant hereto within seven (7) days after the date of the invoice therefore; or (ii) Freedom-WiFi's determination that Customer has used the Services fraudulently, unlawfully or abusively, and has failed or refused to cease such fraudulent, unlawful or abusive use within two (2) days after Freedom-WiFi sending of notice thereof to Customer, or at any time after such notice is given, if Customer recommences such fraudulent, unlawful or abusive uses; or (iii) Customer's breach of the terms and conditions hereof, and/or those set forth in Freedom-WiFi's Acceptable Use Policy ("AUP"), incorporated herein by this reference as if fully set forth herein (available at [www.freedom-wifi.com](http://www.freedom-wifi.com) ) and failure or refusal to cure any breach of this Agreement and/or AUP (other than as set forth in subparagraph (b)(i) and (b)(ii)) within two (2) days after notice of such breach has been sent by Freedom-WiFi to Customer. Upon such termination, Customer acknowledges and understands that Freedom-WiFi shall remove and delete all of Customer's electronically stored data from Freedom-WiFi's facilities without further notice or any liability of any kind, nature or description whatsoever to Customer, and Customer hereby expressly authorizes Freedom-WiFi to undertake such removal and deletion. (c) In addition to the remedies described above, Freedom-WiFi may, in its sole and absolute discretion, elect to suspend or interrupt Services under this Agreement upon: (i) Customer's failure to pay any amounts due and owing hereunder within ten (10) days after the date of the invoice therefore; or (ii) Freedom-WiFi's determination that Customer has used the Services fraudulently, unlawfully or abusively. Upon its determination to suspend provision of Services hereunder, Freedom-WiFi shall notify Customer that the Services hereunder have been suspended and the reason therefore, but covenants and agrees not to remove any of Customer's electronically stored data from Freedom-WiFi's facilities unless and until this Agreement is cancelled.

Customer Initials \_\_\_\_\_

**Customer acknowledges and understands that its obligation to make payment hereunder for the Services is and shall not be abrogated, delayed, excused or otherwise relieved by a suspension of the Services provided by Freedom-WiFi or termination of the Agreement by Freedom-WiFi. Customer will pay an early termination fee of \$200 should the term of service be terminated by the customer for any reason or Freedom-WiFi for policy violations prior to the end of the term as shown on Schedule "A".**

(d) The rights and remedies provided by this Agreement are given in addition to any other rights or remedies Freedom-WiFi may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by Freedom-WiFi shall not preclude or waive its right to use all other rights and remedies.

4. **Restrictions.** Freedom-WiFi's obligation to provide Services under this Agreement, and Customer's use of the Services provided by Freedom-WiFi hereunder, are expressly subject to the following limitations and restrictions:

(a) Unlawful, Inappropriate Content Prohibited. Customer covenants, agrees, warrants and represents that it shall not use the Services provided by Freedom-WiFi to create, store, transmit or duplicate data which violates any federal, state, local or municipal law, statute, regulation, rule, ordinance or other government regulation including, but not limited to, those dealing with libel, slander or defamation of character; intellectual property (including copyright, trademark, patent, or trade secret rights) or obscenity. (b) Compliance With AUPs. Customer at all times during the use of Services covenants and agrees to abide by Freedom-WiFi's AUPs as established and modified from time to time, and the AUPs of all other networks which Customer may traverse in the course of its use of the Services. (c) Bulk Mailings. Customer shall not use Freedom-WiFi mail facilities to send unsolicited e-mail to persons who are not employed by Customer. Customer shall not use Freedom-WiFi mail servers to send bulk mailings to more than twenty (20) persons not employed by Customer. If Customer desires to send bulk mailings to more than twenty (20) persons, Customer covenants and agrees to provide, at its sole cost and expense, its own mail server for such purposes. (d) Simultaneous Use. Customer's accounts shall not be shared. Customer will not connect any routers, switches, access points, or other devices in a manner that allows open access to the network. Access points may be connected provided the wireless link is encrypted for protection against unauthorized access. Customer will provide Freedom-WiFi with login information such as user names and passwords for any networking device connected to the network upon installation or within 2 days of request.

5. **Indemnification.** Customer covenants and agrees to defend, indemnify and hold harmless Freedom-WiFi, its parents, affiliates and subsidiaries, and its and their respective officers, directors, shareholders, employees, contractors, agents and representatives, of, from and against any and all actions, causes of action, claims, costs, damages, expenses, interest, judgments, liabilities, penalties, and suits whatsoever (including, but not limited to, reasonable attorneys fees, court costs, expert witness fees and expenses of litigation) whatsoever imposed upon, incurred by or asserted against Freedom-WiFi and/or any of its parents, affiliates, subsidiaries, officers, directors, shareholders, employees, contractors, agents and representatives, which arise, directly or indirectly, out of any use by Customer of the Services provided by Freedom-WiFi or from Customer's breach or violation of any of the terms and conditions hereof.

6. **Disclaimer of Warranties.** Customer acknowledges, understands and agrees that Freedom-WiFi exercises no control whatsoever over the content, accuracy or quality of the data and information passing through its network or any products or services ordered by Customer via its network. The Services, and any information, products or services obtained by Customer through its use of the Services, are provided "AS-IS". **Freedom-WiFi makes no warranties or representations of any nature or description, either express or implied, with respect to the services to be provided hereunder including, without limitation, any warranties of non-infringement, quality, performance, merchantability or fitness for a particular purpose or use. This disclaimer of warranties constitutes an essential part of this agreement.**

7. **Limitation of Liability.** (a) **Under no circumstances and under no legal theory (tort, contract or otherwise) shall Freedom-WiFi be liable to Customer or any other person or party for damages of any kind or nature including, but not limited to, any direct, indirect, special, incidental, consequential or punitive damages of any character whatsoever, arising out of its provision of the Services hereunder, or its failure to provide the Services**

**hereunder, including, but not limited to, damages for loss of goodwill, work stoppage, computer failure or malfunction, or losses of data or information due to delays, non-deliveries, misdeliveries or interruptions in service, regardless of the cause therefore.**

**8. Unauthorized distribution of internet services.** The service the customer is paying for is limited to the household it is originally installed in. At no time is there to be any type of distribution of the internet to other structures or houses. Anyone caught distributing the internet for pay or free will be disconnected and will not be reconnected to the system indefinitely. This is a service that is not free because it is in the Air it is a secured network only accessible by permission on Freedom-WiFi and unauthorized use of this system will not be tolerated.

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**Freedom Wifi**  
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